IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO.2891 OF 2004

IN

SUIT NO.2230 OF 2001

M/s.Chamunda Builders & Developers. ... Plaintiffs.

vs.

1.Shri.Chandrakant Shripad Tamborkar & others. .... Defendants.

Mr.D.H.Mehta i/b. J.S.Kini, for Plaintiffs.

Mr.Rajiv Narula with Ms.S.Rukhsana i/b. Vinod Mistry & Co. for Defendant no.2.

CORAM: D.K.DESHMUKH,J.

DATED: 15th September,2005

P.C.:-

1. This is a notice of motion taken out by the plaintiffs. Perusal of the plaint shows that the plaintiffs are seeking decree of specific performance of the memorandum of understanding dated 27.4.1994. Perusal of that memorandum of understanding shows that it is an agreement to develop the property. So far as this aspect is concerned, the law is settled that there cannot be a decree for specific performance of the agreement to develop the land. Therefore, it

cannot be said that the plaintiffs have prima facie case in this suit. As the plaintiffs do not have prima facie case in their favour, obviously, therefore, the plaintiffs are not entitled to any interim relief. Hence, the notice of motion is disposed of.